

DARWIN TOWN AREA LEASES REGULATIONS*

- Citation.** 1. These Regulations may be cited as the Darwin Town Area Leases Regulations.*
- Definitions.** 2. In these Regulations, unless the contrary intention appears—
 “lease” means a lease under the Ordinance;
 “the Ordinance” means the *Darwin Town Area Leases Ordinance 1947*.
- Form of lease.** 3.—(1) A lease may be in accordance with the Form in the Schedule to these Regulations.
 (2.) A lease shall contain such of the covenants included in that Form, or such of the covenants as modified, as the Minister thinks necessary or advisable, and may contain such other covenants as the Minister thinks necessary or advisable.
 (3.) The land included in a lease shall be surveyed prior to the execution of the lease.
- Power of entry on leased land.** 4. The Administrator or any person thereto authorized in writing by the Administrator may, at all reasonable times, and in any reasonable manner, enter upon the land included in any lease and inspect the land and any improvements thereon.
- Righ. to construct and maintain works. Substituted by 1964, N. 19.** 5. The Administrator, or any person authorized in writing by the Administrator to do so, may enter upon the land included in any lease for the purpose of—
 (a) constructing or maintaining improvements; or
 (b) supplying a service under the *Supply of Services Ordinance 1952-1962* or doing any act required or permitted to be done by or under that Ordinance.
- Reservation of minerals.** 6. A lease shall reserve unto the Commonwealth all minerals and that reservation shall be read as a reservation to the Commonwealth of all minerals and mineral substances in or on the leased land, including gold, silver, copper, tin, metals, ores and substances containing metals, gems, precious stones, coal, limestone, shale, mineral oils, valuable earths and substances, stone, clay, gravel and sand.

* The Darwin Town Area Leases Regulations, in force under the *Darwin Town Area Leases Ordinance 1947-1966*, comprise the following Regulations:—

Year and Number	Date on which made	Date notified in Northern Territory Government Gazette	Date of Commencement
1947, No. 3	19th November, 1947	(See Note below)	27th November, 1947
1960, No. 19	23rd December, 1960	15th February, 1961	15th February, 1961
1962, No. 19	2nd November, 1962	21st November, 1962	21st November, 1962
1964, No. 19	11th December, 1964	23rd December, 1964	23rd December, 1964

Note.—Regulations 1947, No. 3, were notified in the *Commonwealth of Australia Gazette* on 27th November, 1947.

7.—(1.) An appeal by the lessee under section 26 of the Ordinance shall be in writing and shall state the grounds of appeal and shall be lodged with the Government Secretary, Northern Territory Administration, Darwin, within two months after notice of re-appraisal of the unimproved capital value of the land concerned has been given to the lessee or within such further time as the Administrator in special circumstances allows.

Appeal against re-appraisal.

(2.) On receipt of the appeal the Government Secretary shall forthwith forward the appeal to the Chairman of the Appeal Board who shall fix a time and a place for the hearing of the appeal and shall cause the lessee to be notified accordingly.

8. Where moneys are due and unpaid under the lease, the Administrator suing in his official name, may sue for and recover from the lessee the amount of the moneys due before a Court of competent jurisdiction.

Recovery of moneys due under lease.

9. If after a lease has been determined the lessee or any person apparently in occupation or possession of the land comprised in the lease fails on demand by or on behalf of the Administrator to deliver up possession thereof, any Stipendiary or Special Magistrate or two or more Justices of the Peace sitting as a Court of Summary Jurisdiction, and having jurisdiction with respect to the trial of offences committed within the Northern Territory may, on the application of the Administrator or of any person acting in that behalf for the Administrator, issue a warrant authorizing any member of the Police Force of the Northern Territory within a period of not more than thirty days after the date of the warrant, to enter on the land by force, and with such assistance as is necessary, and deliver possession thereof to the Administrator.

Recovery of possession of land after determination of lease.

10.—(1.) A lease, after execution by the lessee, shall be executed by the Minister and registered in the manner provided by law for the registration of Crown leases.

Execution and registration of leases.

(2.) The lessee shall pay to the Administrator before the issue of the lease, a fee of Thirty shillings for the preparation and registration of the lease.

THE SCHEDULE.

NORTHERN TERRITORY OF AUSTRALIA.
Darwin Town Area Leases Ordinance 1947.

The Schedule amended by 1960, No. 19; 1962, No. 19; and 1964, No. 19.

LEASE No.
Lease granted pursuant to the Darwin Town Area Leases Ordinance 1947 on the day of , One thousand nine hundred and
Whereby the Commonwealth of Australia (hereinafter called "the Commonwealth") grants to (hereinafter called "the lessee") all that piece or parcel of land being in the Northern Territory as shown coloured pink in the plan annexed hereto to hold to the lessee for a term of years commencing on the day of , One thousand nine hundred and to be used by the lessee for purposes only yielding and paying therefor until the thirtieth day of June, One thousand nine hundred and rent at the rate of pounds per annum and from and after the said thirtieth day of June One thousand nine hundred and during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the land as determined from time to time under the Ordinance.

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1. The lessee covenants with the Commonwealth as follows:—

(a) That the lessee will in respect of each year of the said term pay to the Administrator or to such person as may be authorized by the Administrator for that purpose the rent hereby reserved in advance without any deduction whatsoever.

* * * * *

(c) That the lessee will within _____ from the commencement of the said term or within such further time as may be approved in writing by the Administrator for that purpose commence to erect one building only (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of _____ pounds and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Administrator and that the lessee will complete the erection of the said building at a cost not less than the said sum and in accordance with the said plans and specifications and in accordance with any Act Ordinance or Regulation within _____ from the commencement of the said term or within such further time as may be approved in writing by the Administrator.

(d) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Administrator.

(e) That the lessee will not without the previous approval in writing of the Administrator erect any building on the said land or make any structural alterations in any building erected on the said land.

(f) To use the land for _____ purposes only and not to discontinue such use for any period exceeding two years.

(g) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Administrator may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Administrator in writing allows, the lessee has not effected the said repairs or removed the building or erection the Administrator or any person or persons duly authorized by the Administrator in that behalf with or without carts or other vehicles, horses or other animals may enter upon the said land and effect the said repairs or (if the Administrator is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Administrator in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Administrator on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee.

(h) To permit any person or persons authorized by the Administrator in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the land and any buildings erections and improvements thereon and supply a service under the *Supply of Services Ordinance 1952-1962* and do any act required or permitted to be done by or under that Ordinance.

(i) To do such further things (if any) as are specified hereunder in this paragraph.

Additional Covenants (if any).

2. The Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land.
- (b) That the unimproved value of the land shall be re-appraised for the purpose of determining the rent payable under this lease only during the period of twelve months commencing on the first day of July, One thousand nine hundred and seventy, and in the subsequent periods of twelve months successively occurring twenty years thereafter.

3. It is mutually covenanted and agreed as follows:—

- (a) That this lease is granted under and subject to the *Darwin Town Area Leases Ordinance* 1947-1955 and the Regulations for the time being in force thereunder, and is conditional upon compliance by the lessee with the covenants and conditions to be complied with by the lessee and may, subject to the *Darwin Town Area Leases Ordinance* 1947-1955 and the Regulations, be forfeited for non-compliance with any such covenant or condition but without prejudice to any claim which the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed, provided that in the case of non-compliance with a covenant to pay the rent reserved by the lease, the lessee shall not be deemed to have failed to comply with the covenant until the rent shall have remained unpaid for six months after the due date for payment.
- (b) That acceptance of rent by the Commonwealth at any time shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by the last preceding paragraph.
- (c) If after the expiration of this lease the Minister shall have decided not to sub-divide the land and that it is not required for any Commonwealth purpose and shall have declared the land to be available for leasing, the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisalment of rent) as may then be prescribed or permitted by Act Ordinance or Regulation. If the Minister sub-divides the said land and declares the land to be available for leasing, the lessee shall be entitled to the grant of a lease of such one of the blocks comprised in the subdivision as he elects for such term and at such rent and subject to such provisions, covenants and conditions as are then prescribed or permitted by Act Ordinance or Regulation.
- (d) That in this lease the expression "Minister" shall mean the Minister of State for the Interior of the Commonwealth or his successor in office, the Minister of State for the Commonwealth for the time being administering the *Darwin Town Area Leases Ordinance* 1947 or a member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister.
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth, or the Minister or the Administrator under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister or the Administrator and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last known address of the lessee, or affixed in a conspicuous position on the said land.
- (f) That if the lessee shall consist of one person the word "lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee.
- (g) That if the lessee shall consist of two or more persons the word "lessee" shall where the context so admits or requires be deemed to include the said persons and each of them and their and each of their executors administrators and assigns.

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- (h) That if the lessee shall be a corporation the word "lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

In witness whereof the Minister of State for the Interior of the Commonwealth of Australia for and on behalf of the Commonwealth hath hereunto set his hand and seal and the lessee hath set his hand and seal the day and year first above written.

Signed Sealed and Delivered by the }
 said authorized person in the }
 presence of—

Signed Sealed and Delivered by the }
 lessee in the presence of—

EDUCATION REPEAL REGULATIONS*

Repeal of
 Regulations
 made under
 the *Education
 Ordinance
 1917-1931*.

1. All Regulations made under the Ordinances repealed by the *Education Ordinance 1957* and in force immediately before the commencement of that Ordinance and continued in force after the commencement of that Ordinance by section 3 (2.) (a) of that Ordinance are repealed.

* Regulations 1965, No. 24, in force under the *Education Ordinance 1957-1965*; made on 14th December, 1965; notified in the *Northern Territory Government Gazette* and commenced on 15th December, 1965.